

Book 600/369

MINING LEASE

With Indenture made and entered into this 15th day of January 1949 by and between
K. Childress and Allie Childress.

Bartter Springs, Kansas
hereinafter called Lessor (the lessor) and M. Allen C. Hunter, New York City, New York
hereinafter called Lessee (the lessee).

1. Lessor for and in consideration of the sum of One and No/100 Dolar(s) 1.00 is land held, and the
minerals and concentrates to be dug and recovered by Lessor, its successors, assigns, or lessees, and the rents and royalties to be paid to
Lessor, all as hereinafter set forth, does grant, lease, and let unto Lessee for the purpose of searching and prospecting for mining
and milling land and other mineral substances, and their concentrates, the following described land (for the purpose of which it is understood
as one parcel) situated in Jackson County, State of Missouri.

The Southwest Quarter of Section 27, also, the North Eighty Five acres
of the Northwest Quarter of Section 34 subject to the right of the
Groves Cemetery, also the Northeast Quarter of the Northeast Quarter of a
Section 35, all in Township 29 North, Range 33 West.

For the purpose heretofore, it is agreed that the above described land comprises 285 acres, whether there be more or less,
subject to the other provisions herein contained, this lease shall remain in force for a term of One year from the date hereof, thereafter
said primary term and as long thereafter as either land or one or other valuable minerals is produced from said land, derived from such produc-
tion from tailings or re-working operations or as long as prospecting or mining operations are being conducted, as hereinbefore provided.

2. Lessor hereby gives and grants exclusively to Lessee, for the full term hereof, the right to search and prospect for and mine said land for
lead and zinc ores and other mineral substances, together with the right to process and prepare for market on said land and remove and sell
all lead and zinc ore and other mineral substances and other mineral substances mined, produced and processed thereon and therefrom, including
the right to re-work and recover mineral substances from tailings or chat located on the surface of said land whether produced by the
operations under this lease or otherwise, and the right to construct buildings and other structures to make excavations, open
mines, piles, drifts, galleries, drains, ponds, railroads, tracks, roads, paths, trails, and other ways upon said land, including the right to use in
mining, prospecting and mining operations, and to place such machinery thereon as Lessor may deem convenient or necessary for efficiently search-
ing and prospecting for and mining said lands and preparing for market and disposing of ores and minerals mined. Lessee shall have the right to
remove all property so placed upon said land at any time during the full term of this lease or within one year after the termination of same.

3. Lessee agrees to pay Lessor, or to deposit to the credit of Lessor, in the American National Bank at
Bartter Springs, Kansas, on or before the 15th day of each calendar month, a royalty of Five (5) percent
of all money received for lead and zinc concentrates or other mineral substances contained in ore mined, milled and sold on the premises or
taken therefrom for mining, during the preceding calendar month, with the privilege to Lessee to consume or use such concentrates and pay
such percentage of the prevailing market price at date of production as royalty thereon.

4. Lessee agrees to pay Lessor a proportionate part of any lease money paid by the state in which said lands are located, or any sub-
sequent increase in such lease money, to the credit of Lessor, as his proportionate share of the same.

5. Lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and
to whom sold, and the money received from sales, and such books of account shall be open to inspection of Lessor at all reasonable times.

6. All mining operations shall be carried on in a good minerally and workmanlike manner and such mining operations may be conducted by
shaft and underground tunnels or excavating in the manner known as "strip" or "open pit" mining and in no event shall Lessor be liable for
damages to him in the judgment of the court or in the account of claimants arising out of any mining operations, unless such damage
is the result of wilful perversion of Lessor, but Lessor shall not be liable for damages in the event of caving of said land or any portion thereof by reason of
failure of timbers placed or pillars left to support the same. Lessee shall also have the right to occupy and use so much of said lands as in its
judgment may be necessary to properly conduct prospecting and mining operations thereon.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or
other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an
independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant, and
that such plant or plants may be located on other lands or on the lands covered hereby to treat ores from other lands therein. Said central concen-
trating plant or plants will be equipped with automatic weighing and sampling devices, such as scales, and, if desired, with automatic loading and
concentrating determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice
thereof. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ore mined from the lands covered
hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrate recovered therefrom be com-
mingled with concentrate recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any
other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands, the tailings, rock and other by-products resulting therefrom
shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are
milled upon the lands covered hereby, all such materials shall belong to Lessor, provided, however, Lessee shall at all times during the life of
this lease have the right to remill said tailings and other by-product materials and during the period of such remilling operation Lessee shall be
relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall at all times during said period have
the right to remove and sell said tailings and other by-product materials upon the payment of a royalty at the rate of Five (5) percent
or Two (2) cents per ton at the option of lessee.

9. Lessee shall have the right to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands
and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ore and minerals mined on
the lands covered hereby shall not be commingled with other ores and minerals except as above provided in paragraph 7.

10. The Lessor shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with
the prospecting and mining operations of Lessee.

11. If prospecting or mining operations are not commenced on said land on or before June 1, 1949 from this date, this
lease shall then terminate as to both parties, unless otherwise provided.

12. After the expiration of said primary term of this lease, this lease shall continue in force and effect so long thereafter as either lead or zinc
ores or minerals are being taken from the lands covered hereby, and may be renewed by mutual agreement of the parties hereto, for a period of one year
at a rate of Five (5) percent of the prevailing market price at date of renewal, or such longer period as the parties hereto may agree.

13. After the expiration of said primary term of this lease, this lease shall continue in force and effect so long thereafter as either lead or zinc
ores or minerals are being taken from the lands covered hereby, and may be renewed by mutual agreement of the parties hereto, for a period of one year
at a rate of Five (5) percent of the prevailing market price at date of renewal, or such longer period as the parties hereto may agree.

14. All rights, title, and interest in and to the lands covered hereby, including all rights to minerals and minerals, may be sold by Lessor to any
third person, provided, however, that the Lessor shall not be relieved of the obligations of this lease by reason of such sale.

15. Any bank or any other bank Lessee may, in writing, hereinafter designate and its successors, is hereby made the agent of Lessor to accept all
remuneration royalties herein provided for, and the same shall continue as a depository of such royalty accounts during the life of this lease
regardless of changes of ownership of said lands or said remuneration royalties.

16. Lessor agrees that the consideration received by him for this lease is a good, valid and substantial consideration and sufficient in all
respects to support each and every covenant herein, including, without limitation, description of the lands, term, rent, and other terms and conditions
in this lease, and the same shall be binding upon the parties hereto.

17. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings
therefrom, and shall, upon request of Lessor, furnish print of any underground workings on said land at least once each three months' period.

18. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at
any time, to redeem for Lessor by payment, any mortgage, taxes or other liens on the above described lands, in event of default of payment by
Lessee, and be subrogated to the rights of the holder thereof, with full right to enforce the same, and in addition thereto, may retain for the
antifaction of such liens and interest all royalties, rents and payments accruing hereunder.

19. Without impairment of Lessor's warranty of title, it is agreed that if Lessor owns an interest in said land less than
the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

20. The Lessee shall have the right to assign or sublet this lease, or any portion of the acreage covered hereby.

21. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

22. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation
complained of, and if such violation or default is not removed within said period or as soon thereafter as said default can be remedied by con-
tinuous good-faith development, this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

23. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven
days' written notice of intention so to do by depositing same in the United States Mail addressed to the last known post office address of Lessor,
and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

24. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and
assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

Allen C. Hunter

By M. O. [Signature] his agent

* See back of lease.

LESSEE

Allen C. Hunter

LESSOR

CF172

Site: Atchison - Kansas
ID #: 4602487
Break:
Other:
11/23/1949

SUPERFUND RECORDS

40116278

STATE OF KANSAS }
COUNTY OF }
ON THE 18th }
EARL CHILDRESS }
MRS. ALLIE CHILDRESS

(his wife) to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that they executed the same as true act and deed.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written:

James J. Steffes
Notary Public

further declared himself to be single and

STATE OF MISSOURI
COUNTY OF }

ON THE _____ day of _____, 19_____, before me personally appeared
(his wife) to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that
executed the same as true act and deed.

In testimony whereof I have hereunto set my hand and affixed by official seal at my office in said County and State the day and year last above written:

My Commissioned attys:

Notary Public

further declared himself to be single and

- 4 In the event this lease is assigned by Lessee, as provided in paragraph 18 hereof, the royalty paid by any sublessee shall at no time exceed a total of 15 percent of the gross receipts for concentrates sold.

E. C. Hunter
Allen C. Hunter

By _____ his agent.
Lessee

Mrs. Allie Childress
Mrs. Allie Childress
Lessor

1 NO. 655
MINING LEASE

FROM
State of Missouri } ss.
County of Jasper } ss.

FILED FOR RECORD

JAN 12 1949
to 29 MINUTES
RECORDED
J. J. Steffes
Recorder

No. ACRES

Section _____ Township _____ Range _____

County _____

Dated _____

Year _____

STATE OF _____ }
COUNTY OF _____ }

BS.

This instrument was filed or record on the _____
day of _____, 19_____.
At _____ o'clock A.M. and duly recorded
in Book _____ Page _____
the records of this office.

By _____ Deputy
When recorded
Return to _____